

219578

**AGREEMENT NUMBER:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT on the date below indicated.

<b>CONTRACTOR</b>	<b>CARNEGIE MELLON UNIVERSITY</b>
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Authorized Signature

DocuSigned by:

*Linda Feuster Duffy*

Date 6/1/2018

Please print/type Name &amp;

Title Linda Feuster Duffy

Associate Vice President for Sponsored F

**COUNTY OF ALLEGHENY**

DocuSigned by:

*William McKim*

7/17/2018

BY

07CED7125D6E474...

County Manager

Date

**APPROVED BY DIRECTOR**

DocuSigned by:

*Marc Cherna*

7/10/2018

AB3E1BD7FCD546F...

Marc Cherna, Director

Date

Allegheny County Department of Human Services

**APPROVED AS TO FORM**

DocuSigned by:

*Andrew Szefi*

7/10/2018

385B715DD9D5643B...

Allegheny County Solicitor

Date

DocuSigned by:

*George Janosko*

7/10/2018

48162F5432D241A...

Assistant Allegheny County Solicitor

Date

Agreement between the County of Allegheny Department of Human Services and  
**CARNEGIE MELLON UNIVERSITY**

Authorized by the County on

7-11-2017

at Executive Action No.

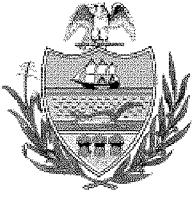
6191-17-1

DHS ONLYMPER Contract ID

50269

DHS ONLY Project

Multiple Year



**REQUEST FOR EXECUTIVE ACTION**  
**EA Title: Carnegie Mellon University- new contract**  
**Originating Department: Human Service(s)**

Run Date: 07/12/2017

Page 1 of 1

**SEE DEPARTMENT AUTHORIZATION PAGE****Contact:** Ambika Dason **Ext:** 2738**Date Submitted By Agency:** 07/11/2017**Date Approved:** 07/11/2017**Future Impact:****Included In Budget:** Yes **For:** Grant  
Operating**Est Cost:** \$50,000.00**Est Revenue:****County Match:**

Account coding provided on JDE Contract Form

**Summary:**

The Department of Human Services requests the County's authority to enter into agreement with Carnegie Mellon University for the period 6/1/2017 through 5/30/2020.

**Explanation:**

The Department of Human Services requests the County's authority to enter into agreement with Carnegie Mellon University for the period 6/1/2017 through 5/30/2020 in an amount not to exceed \$50,000.00. This agreement is for Information Technology/Development/Consulting service.

**Note:**

When given below, the amount not to exceed represents services that are funded on a program basis and/or a capped fee basis. Fee for service/per diem services without cap are not within the stated amount not to exceed; fees/per diems shall be specifically identified within the Payment Provisions, Exhibit B, of each agreement.

Further, the Department of Human Services requests the DHS Director (or the Directors Designee) be authorized to sign letters of modification to the agreement that may reduce the total agreement amount.

# No.	Vendor	Project #	Contract Start date	Contract End Date	Ag #	Previous \$	Change \$	Amount \$	Fee
1	CARNEGIE MELLON UNIVERSITY		06/01/2017	05/30/2020		0.00	50,000.00	50,000.00	NO

Department	Department Director	Backup	Authorized	Department Authorized Date
Human Service(s)	Marc Cherna		Yes - Approved by Department Director	Jul 11, 2017 8:45:48 AM

CC: Controller  
 Law Department  
 Budget & Finance

☒ Approved as Submitted  
☐ Denied

Certified and Sealed : **Electronically Approved**

William McKain  
 County Manager

07/11/2017  
 Date

**CONTRACT FORM**  
**COUNTY OF ALLEGHENY**

Deb McNally                      6/9/17  
Prepared by                      Date  
Ext. 5133  
Phone Number

DHS USE ONLY	
OF #	219060
Insurance Relationship Created	BJSmith 7/6/2018
Contract Supervisor	Dason

Department      DHS - Office of A.I.M.S. - Bureau of Financial Management, Budgets and Reports

Supplier      Carnegie Mellon University      Supplier #      123959

Funder #      52014  
(If revenue)

11/15/17	TO	5/30/20
<b>CONTRACT PERIOD</b>		

Executive Action No.      6191-17-1

CONTROLLER'S OFFICE USE ONLY	
<b>CONTRACTS SECTION</b>	
ORDER NO.	
BOX NO.	

CONTROLLER'S OFFICE USE ONLY	
<b>CONTRACTS SECTION</b>	
RECEIVED	
APPROVED	
POSTED	

**Program-funded Lines (J Line Type Only):**

	LINE TY	# OF UNITS	Tr. UoM	UNIT RATE	ACCOUNT NUMBER	DESCRIPTION SERVICE/GOOD	AMOUNT
1	J				25020100.63010.01	Adm Sppt/IT/Develop/Consult	50,000.00
2	J						
3	J						
4	J						
5	J						
6	J						
7	J						
8	J						
9	J						
10	J						
Total Program Funded Contract Amount      TOTAL							\$50,000.00

**Per diem Lines Capped by Contract Language (CL Line Type Only):**

	CAP ID	LINE TY	UNIT RATE	Tr. UoM	ACCOUNT NUMBER	DESCRIPTION SERVICE/GOOD
1		CL				
2		CL				
Total Contract Restricted Cap Amount      TOTAL						

Total Amount Limited by Contract Language      \$50,000.00

**Uncapped Per diem Lines (UC Line Type Only):**

	CAP ID	LINE TY	UNIT RATE	Tr. UoM	ACCOUNT NUMBER	DESCRIPTION SERVICE/GOOD
1		UC				
2		UC				
Total Cap on Per diem based payments      TOTAL						

**CONTROLLER'S OFFICE USE ONLY**

Insurance Attached:

COMM    yes    no

AUTO    yes    no

PROF    yes    no

FID    yes    no

W/C    yes    no

Comments:      Initial:

### **SERVICES AGREEMENT**

This Services Agreement dated as of 11-15-17, in accordance with Allegheny County Executive Action Number 6191-17, as approved on 7-11-2017, is by and between the County of Allegheny (hereinafter "the County"), a political subdivision of the Commonwealth of Pennsylvania, and Carnegie Mellon University (hereinafter "the University" or "Contractor"), a non-profit corporation incorporated under the laws of the Commonwealth of Pennsylvania.

### **RECITALS**

WHEREAS, the University is in the business of providing certain services as further described herein; and

WHEREAS, the University desires to provide and the County desires and deems it necessary in the public interest to use certain services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, County has determined, after appropriate investigation, that the University is the sole source of the subject matter of this Agreement; and

NOW, THEREFORE, the University and the County, intending to be legally bound, hereby agree as follows:

#### **ARTICLE 1      CERTAIN DEFINITIONS**

- 1.1                "Agreement" shall mean this Services Agreement, including the main body of this Agreement and Attachment A.
- 1.2                "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.
- 1.3                "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the University's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

- 1.4 "Services" shall mean any services or other duties to be performed by University hereunder including, without limitation, all services and duties described in Section 2 and Attachment A.
- 1.5 "Unemployment Insurance" shall mean the contribution required of University, as an employer, in respect of, and measured by, the wages of its employees (or Subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

**ARTICLE 2 AGREEMENT TO PROVIDE SERVICES**

- 2.1 University hereby agrees to provide the County as the County may from time to time designate, such Services as the County may require and provide to the County the Services, all in accordance with and subject to the terms, covenants and conditions of this Agreement. The County agrees to use these Services in accordance with and subject to the terms, covenants and conditions of this Agreement.
- 2.2 Notwithstanding any other provision of this Agreement to the contrary, the County shall have no obligation to order or purchase any Services hereunder. This Agreement is not exclusive. University expressly acknowledges and agrees that the County may use or purchase at its sole discretion, services which are identical or similar to the Services described in this Agreement from any third party.
- 2.3 During the Term of this Agreement, University shall provide the County services as described in Attachment A.

**ARTICLE 3 TERM AND TERMINATION**

- 3.1 The term of this Agreement shall commence on November 15, 2017, and shall expire on May 30, 2020, subject to any earlier termination as provided herein.
- 3.2 Notwithstanding the foregoing, the Parties may elect to extend the term of this Agreement for a mutually agreed upon additional period of time by way of a signed amendment to this Agreement. (The original term together with any extension thereof as provided herein is hereafter referred to as the "Term.")
- 3.3 Notwithstanding anything to the contrary contained in this Agreement, either party may terminate this Agreement at any time with or without cause by providing the other party with no less than thirty (30) days prior written notice of termination.

**ARTICLE 4 PAYMENT**

- 4.1 The budget is detailed in Exhibit A.

## ARTICLE 5      INSURANCE

5.1            For the term of this **AGREEMENT**, the **CONTRACTOR** will take out and maintain or will cause to be taken out and maintained policies of insurance meeting the following requirements: ***Commercial General Liability and Commercial Automobile insurances set forth below shall be endorsed to include the COUNTY, its elected officials, officers, appointees and employees as additional insureds*** All certificates of insurance shall provide that the insurance company notify the Director in writing, at least thirty (30) days prior to any termination of the policy or any alterations in the policy which change, restrict or reduce the insurance provided or change the name of the insured.

Types of Coverage Commercial General Liability Insurance which will protect the **CONTRACTOR** in providing the services under this **AGREEMENT** from claims for damage or injury to persons, including wrongful death, and for damage to property which may arise from operations under this **AGREEMENT** whether such operations be by the **CONTRACTOR** or by any subcontractor of the **CONTRACTOR** or by anyone directly or indirectly employed by either the **CONTRACTOR** or subcontractor. The Commercial General Liability Policy will include, but not be limited to, the following Contractual liability on a blanket basis or contractual liability specifically covering this **AGREEMENT**; Products Liability and Completed Operations;

The **CONTRACTOR** shall maintain general liability limits of no less than \$1,000,000 per occurrence.

### **Commercial Automobile Liability Insurance**

The **CONTRACTOR** shall maintain Commercial Automobile Liability Insurance covering all owned and non-owned automobiles if applicable to the services provided under the **AGREEMENT**.

The Automobile Liability Insurance shall have a limit of no less than \$1,000,000 combined single limit for each occurrence for injury to persons and/or damage to proper

Workers' Compensation: The **CONTRACTOR** shall carry Workmen's Compensation Insurance as required by law, or shall submit evidence to the **DIRECTOR** that it has qualified with the Pennsylvania Department of Labor and Industry as a self-insurer

Workers Compensation: Statutory

Employers Liability with limits:

100,000 each accident

\$500,000 disease policy limit

\$100,000 disease each employee.

The insurance carrier should have an AM Best rating of no less than A-.  
The County reserves the right to waive ANY or ALL conditions.

**ARTICLE 6      COMPLIANCE WITH LAWS**

- 6.1                      University agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, University shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at University's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Law in connection with the performance of the Services. At the County's request, University shall provide to the County copies of any or all such licenses, permits, approvals, authorizations, registration and certificates.

**ARTICLE 7      DELIVERY REQUIREMENTS**

- 7.1                      If University for any reason anticipates difficulty in complying with the required services, or in meeting any of the other requirements hereunder, University shall promptly notify the County in writing.

**ARTICLE 8      REMEDIES**

- 8.1                      Any right or remedy of University or the County set forth in this Agreement shall not be exclusive, and, in addition thereto, University and the County shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

**ARTICLE 9      EXAMINATION OF FINANCIAL RECORDS**

- 9.1                      University shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature for which County funding has been provided under the provisions of this Agreement. The University shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable. The University shall as reasonable, provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. University's books, records, program and financial records, documents and other evidence pertaining to services

provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of University's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the University, to the County's sole satisfaction, within forty-five (45) days after the University's receipt of written notice of such deficiencies. Failure of the University to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

#### **ARTICLE 10     NOTICES**

- 10.1            All notices, required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to the County:

Marc Cherna, Director  
County of Allegheny, Department of Human Services  
One Smithfield Street, Suite 400  
Pittsburgh, PA 15222-2225

If to the University:  
Office of Sponsored Programs  
Carnegie Mellon University  
5000 Forbes Avenue  
Pittsburgh, PA 15213

- 10.2            Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

#### **ARTICLE 11     FORCE MAJEURE**

- 11.1            Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean



any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries, which have been suspended, shall not be required to be made up on the resumption of performance.

**ARTICLE 12      WAIVER**

- 12.1              No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

**ARTICLE 13      PARTIES BOUND; ASSIGNMENT**

- 13.1              This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by University without the prior written consent of the County. University shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of the County.

**ARTICLE 14      SEVERABILITY**

- 14.1              To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

**ARTICLE 15     INCORPORATION; ENTIRE AGREEMENT**

15.1            All the provisions of Exhibits A-C are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in Exhibits A-C, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

15.2            This Agreement (including Exhibits A-C hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

**ARTICLE 16     HEADINGS**

16.1            Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

**ARTICLE 17     MODIFICATIONS**

17.1            Except as may be expressly provided otherwise herein, this Agreement may be modified or amended only by a writing executed by both parties hereto.

**ARTICLE 18     GOVERNING LAW**

18.1            This Agreement shall be governed by and interpreted in accordance with the laws of Pennsylvania without regard to its choice of law provisions.

**ARTICLE 19     SUBCONTRACTS**

19.1            Except for those subcontracts specifically authorized by the Agreement, the Contractor shall not enter into subcontracts for any of the services contemplated under this Agreement without obtaining prior written approval by the Director. The Contractor agrees to accept full responsibility for the quality and quantity of any work performed as part of the Scope of Services by any approved subcontractors.

19.2            The Contractor shall, in any subcontracting authorized or permitted under the Agreement, require all subcontractors to comply with all requirements as set forth in this Agreement, its Exhibits as well as all applicable state and federal requirements governing the provision or performance of the Scope of Services.

19.3            It is the policy of the County that Minority, Women and Disadvantaged Business Enterprises (MWDBE) shall have maximum opportunity to

participate in the performance of certain subcontracts financed in whole or in part with funds under the Agreement. Pursuant to applicable state and federal laws and requirements, the Contractor shall take necessary and reasonable steps to ensure that MWDBE's have the maximum opportunity to compete for and perform subcontracts.

**ARTICLE 20     ABSENCE OF RIGHTS IN THIRD PARTIES**

- 20.1            No provision of this Agreement shall be construed in any manner so as to create any rights in third parties who are not signatories to the Agreement. It shall be interpreted solely to define specific duties and responsibilities between the County and the Contractor and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

**ARTICLE 21     NO PERSONAL LIABILITY**

- 21.1            No elected official, officer, appointee or employee of the County shall be charged personally or held contractually liable by or to the Contractor under any term or provision of the Agreement or because of any breach hereof or because of his, her or their execution, approval or attempted execution of the Agreement.

**ARTICLE 22     NO WARRANTY**

- 22.1            ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY UNIVERSITY PURSUANT TO THIS AGREEMENT (INCLUDING THE DELIVERABLES), ARE GRANTED AND/OR PROVIDED ON AN "AS-IS" BASIS. CONTRACTOR MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNIVERSITY DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS. THE COUNTY IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED WARRANTY TO ANY THIRD PARTY ON BEHALF OF UNIVERSITY RELATING TO ANY MATTER, INCLUDING THE APPLICATION OF OR THE RESULTS TO BE OBTAINED FROM THE INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR RIGHTS (INCLUDING THE DELIVERABLES)

GRANTED AND/OR PROVIDED BY UNIVERSITY PURSUANT TO  
THIS AGREEMENT.

(The remainder of this page is intentionally blank)

**Exhibit A:**

**Allegheny County Department of Human Services (DHS) Work Statement**

CONTRACTOR: Carnegie Mellon University

DHS Office/Bureau: Data Analysis Research and Evaluation (DARE)

**Service:** Study on Racial Disparities in the Use of Predictive Analytics

CONTRACTOR will be conducting a study on racial disparities in the use of predictive analytics through its employee, Alexandra Chouldechova, Assistant Professor of Statistics & Public Policy at the H. John Heinz III College at Carnegie Mellon University. CONTRACTOR will review the call screening and at-birth predictive analytics models that Auckland University of Technology (AUT) is designing pursuant to a separate contract with DHS and advise the County and AUT on racial disparity statistics in the various models being considered. CONTRACTOR will provide a report to DHS on racial disparities in the various models being considered by AUT and DHS.

Additionally, CONTRACTOR will also serve as an ongoing advisor, during the Term of this Agreement on the predictive machine learning models that AUT and DHS are considering. This will consist of reviewing the proposed models and providing feedback to DHS.

## Budget

## 180173 Study on Racial Disparities in the Use of Predictive Analytics

	TOTAL	6/1/2017 5/31/2018	6/1/2018 5/31/2019	6/1/2019 5/30/2020
<b>Salary</b>				
81122 REGULAR FACULTY SUMMER	18,608	18,608		
81821 GRAD STIPEND	5,333	5,333		
<b>TOTAL SALARY</b>	<b>23,941</b>	<b>23,941</b>		
<b>Benefits</b>				
82102 BENEFITS FULL TIME	5,119	5,119		
<b>TOTAL BENEFITS</b>	<b>5,119</b>	<b>5,119</b>		
<b>Operating Expense</b>				
85145 TRAVEL REIMS DOMESTIC	2,565	2,565		
<b>TOTAL OPERATING EXPENSE</b>	<b>2,565</b>	<b>2,565</b>		
<b>Overhead</b>				
89000 Indirect Cost	18,374	18,374		
<b>TOTAL OVERHEAD</b>	<b>18,374</b>	<b>18,374</b>		
<b>TOTAL PROJECT COST</b>	<b>49,999</b>	<b>49,999</b>		
<b>TOTAL SPONSOR COST</b>	<b>\$49,999</b>	<b>49,999</b>		

## **EXHIBIT B**

### **PAYMENT PROVISIONS Allegheny County Department of Human Services and Carnegie Mellon University**

The Allegheny County Department of Human Services (hereinafter the DEPARTMENT) has received or is anticipating receiving funds from federal, state, local and private sources for the provision of services identified in Exhibit A (Work Statement) of this AGREEMENT.

#### **General Terms and Conditions**

The following general terms and conditions related to provision of payment for this agreement shall apply to all providers regardless of fund source and/or service type:

CONTRACTOR shall adhere to the applicable chapters and fiscal requirements set forth in the Contract Specifications Manual on Payment Provisions, Budgets and Invoicing. CONTRACTOR shall be paid at the corporate address identified on Page One (1) of the AGREEMENT unless CONTRACTOR otherwise notifies COUNTY in writing or provides a payment address herein:

Carnegie Mellon University

P.O. Box 371032

Pittsburgh, PA 15250-7032

No payment shall be made under this AGREEMENT until the contract has been fully executed and all insurance requirements have been fully implemented.

CONTRACTOR does not have the authority to transfer allocated funds in excess of ten percent of the budget category, from one category of service to another without prior written authorization of the DEPARTMENT. If services are being terminated by either party, CONTRACTOR will invoice for all costs incurred through the effective date of termination.

Reimbursement to CONTRACTOR is to be made in accordance with Section 2 of the Agreement by COUNTY upon submission of invoice(s) for review and approval by the Director of Human Services or their designee for services defined in Exhibit A (Work Statement).

CONTRACTORS must comply with all Federal, State and Local laws, regulations, and funding requirements (which carry the force of law), including, but not limited to, obtaining necessary and applicable licenses, permits, certifications and accreditations, in each case to the extent applicable to CONTRACTOR in its performance of Services hereunder.

Failure to do so may result in a reduction, adjustment, or denial of payment based on provisions of individual funding source requirements.

ALLOCATION BY SERVICE/PROGRAM/PROJECT/FUND SOURCE/TYPE

Subject to the availability of said funds and the other terms and conditions of this AGREEMENT, DEPARTMENT will reimburse CONTRACTOR in accordance with the mutually agreed upon budget(s) for costs incurred in providing the services described in the Work Statement(s) of this AGREEMENT up to a maximum amount as identified in the Allocation Statement attached herein and identified as Exhibit B Attachment 1.





**Allegheny County Department of Human Services**  
**Summary Allocation Statement**



**AGREEMENT START DATE:**11/15/2017

**AGREEMENT END DATE:** 05/30/2020

**Agency Name:**

**CARNEGIE MELLON UNIVERSITY**

DHS Office Name	Not To Exceed	Uncapped Fee
DARE	\$50,000.00	No
<b>TOTAL NOT TO EXCEED*</b>	<b>\$50,000.00</b>	

**\*EXCLUSIVE OF UNCAPPED FEE BASED SERVICES,SEE OFFICE/BUREAU SPECIFIC PAGES FOR FEES.**

**Allegheny County Department of Human Services**  
**Detailed Allocation Statement**

**Contract Date:** 11/15/2017 - 05/30/2020  
**Program Office:** DARE  
**Provider:** -  
**JDE Number:**

**Provider Name:** CARNEGIE MELLON UNIVERSITY

**Group Name:** Ungrouped Services

**Service Allocation**

Program Name	Service Name	Amount Not To Exceed	Funding Source	Start Date	End Date	Service Comments
Not Applicable	Administrative Support  Information Technology  Development/Consulting	\$50,000.00	DHS programs	11/15/2017	05/30/2020	

**Total for DARE , CARNEGIE MELLON UNIVERSITY : \$50,000.00**

**Exhibit C**  
**INCORPORATED STANDARD**  
**FEDERAL/STATE TERMS AND CONDITIONS**

The following Federal and State-required terms and conditions are specifically incorporated by reference in their entirety as part of the Agreement between the County and the Contractor:

**27. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION**

During the term of the Agreement, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee, applicant for employment, independent contractor, consumer or any other person on the basis of race; color; religion; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

B. The Contractor shall take affirmative action to ensure that applicants for employment and all employees or agents are treated without regard to their race, color, religious; national origin or ancestry; sex; gender identity or expression; sexual orientation; disability; marital status; familial status; age (40 or over); or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice setting forth the provisions of this non-discrimination clause.

C. The Contractor shall, in advertisements or requests for employment placed by it or on its behalf, clearly state that all qualified applicants will receive consideration for employment without regard to race, color, religious, national origin or ancestry, sex, gender identity or expression, sexual orientation, disability, marital status, familial status, age (40 or over), or use of a guide or support animal because of blindness, deafness or physical disability of any individual or independent contractor or because of the disability of an individual with whom the person is known to have an association; or on any other basis prohibited by federal, state or local law.

D. The Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Agreements or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the Contractor.

E. It shall be no defense to a finding of non-compliance with this non-discrimination clause that the Contractor had delegated some part to its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct such discrimination, then evidence shall be considered in mitigation in determining appropriate sanctions.

F. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under this non-discrimination clause, the Contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.

G. The Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor's noncompliance with the non-discrimination clause of the Agreement or with any such laws, the Agreement may be terminated or suspended, in whole or in part, and the Contractor may be declared temporarily ineligible for further County contracts, and other sanctions may be imposed and remedies invoked.

H. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the Department or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government for purposes of investigation to ascertain compliance with the provisions of this clause. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the County or applicable department or agency of the Commonwealth of Pennsylvania or U.S. Government.

I. The Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

J. The Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

## **28. SEXUAL HARASSMENT POLICY**

The Contractor agrees to establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who engage in such conduct will be disciplined. The Contractor further agrees to cause any subcontractor performing work or providing services in connection with the Scope of Services to establish and maintain a written sexual harassment policy.

## **29. AMERICANS WITH DISABILITIES ACT**

During the term of the Agreement, the Contractor agrees as follows:

A. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts.

B. The Contractor shall include the provisions of Paragraph A above in every subcontract under the Agreement so that such provision binds each subcontractor.

**30. EQUAL OPPORTUNITY FOR THE DISABLED**

A. The Contractor agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as amended) and implementing Federal regulations. The Contractor assures that any benefits, services, or employment, available through the Contractor to the public by way of this Agreement's funds, shall not be denied persons with mental or physical handicaps or disabilities who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this Agreement.

B. The Contractor shall include the provisions of Paragraph A above in every subcontract under the Agreement so that such provision binds each subcontractor.

**31. OTHER FEDERAL LAWS**

A. The Contractor expressly agrees and assures that it will comply with the following particular federal laws and requirements, where applicable.

**1. Pro-Children Act of 1994**

a. Pursuant to the Federal Pro-Children Act of 1994 (20 U.S.C. §§6081-6084), the Contractor and all subcontractors shall agree to comply with the following certification required by P.L. 103-227 Sections 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in

private residences; portions of facilities used for inpatient hospital drug or alcohol treatment; contractors whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

b. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.

c. The Contractor agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subcontractors shall certify accordingly.

d. The Contractor further agrees that it will comply with, and require any subcontractors to comply with, the requirements of the Pro-Children Act of 1994 regardless of the source of funds for the Agreement.

e.

2. Drug Free Workplace Act

a. Pursuant to the Drug Free Workplace Act, 41 U.S.C. §701 *et seq* and its implementing regulations, 45 C.F.R. Part 76, the Contractor agrees that it shall provide a drug free workplace by:

(1) Establishing a drug-free awareness program to inform employees about:

- i. The dangers of drug abuse in the workplace; and
- ii. The policy of maintaining a drug-free workplace; and
- iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.

(2) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

(3) Including with the statement published pursuant to Clause (2) above, a requirement that each employee, as a condition of employment, shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer no later than five (5) days after a conviction of any employee for a violation of any criminal drug statute which takes place or occurs at the workplace.

(4) Notifying the Department within ten (10) days after receiving notice under Clause (3) (ii) above, from an employee or otherwise receiving actual notice of such conviction.

(5) Taking one of the following actions, within thirty (30) days of receiving notice under Clause (3) (ii) above, with respect to any employee who is so convicted:

(i) Taking appropriate personnel action against such an employee, up to and including termination; or

(ii) Requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Clauses (1), (2), (3), (4) and (5) above.

b. The Contractor shall include the provisions of Subsection a above in every subcontract entered into to carry out any part of the Scope of Services under the Agreement so that such provision binds each subcontractor.

c. The Contractor shall, at the request of the Department, execute such documents in a form acceptable to the Department, certifying compliance with the Drug Free Workplace Act.

3. Federal Lobbying

a. The Contractor agrees to certify to the following lobbying restrictions and disclosure requirements:

(1) No federal appropriate funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL (Appendix C), "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

b. The Contractor shall, at the request of the Department, execute such documents in a form acceptable to the Department, certifying compliance with the Federal Lobbying restrictions and disclosures set forth above.

#### 4. Federal/State Voter Registration Requirements

a. If the County determines that the Contractor's performance of the Scope of Services under the Agreement includes serving as a point of intake for individuals who are either: i) applying, reapplying or applying for recertification for "public assistance," or ii) renewing or changing an address in connection with the provision or receipt of "public assistance," then the Contractor shall comply with the National Voter Registration Act (N.V.R.A.) of 1993 and the Pennsylvania Voter Registration Act of 1995 by affording the opportunity to eligible individuals to register to vote by completing a voter registration mail application form.



b. A description of the Contractor's voter registration duties and responsibilities under the National Voter Registration Act of 1993 and the Pennsylvania Voter Registration Act of 1995 is set forth at length in the Contract Manual.

5. Other Federal Laws

The Contractor shall comply with such other applicable federal and state laws and requirements as set forth generally in the Contract Manual(s) and/or specifically in the document marked "Special Provisions" which is incorporated by reference in its entirety herein and attached hereto as Exhibit D to the Agreement.

32. AUDIT REQUIREMENTS

A. When required by applicable law or regulation, the Contractor shall be responsible for obtaining an audit of their contract(s), which shall be performed by an independent certified public accountant. Single audits and program-specific audits are to be conducted in accordance with generally accepted government auditing standards (GAGAS) as specified in Government Auditing Standards published by the Comptroller General of the United States (the Yellow Book). These audits must meet the requirements of the Single Audit Act Amendments of 1996; guidelines specified by the U.S. Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) (June 24, 1997 Revision), generally accepted auditing standards as prescribed by the Financial Accounting Standards Board. Agreed-upon Procedures Audits are to be conducted in accordance with generally accepted government auditing standards (GAGAS). All audits must be in conformance with Commonwealth of Pennsylvania Regulations and the Provider Audit Guidelines.

B. The cost of the audit made in accordance with the provisions of the Single Audit Act Amendment, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) (June 24, 1997 Revision), the Yellow Book, and state regulations and audit guidance are allowable charges to federal and state awards.

C. The expenditure threshold for which an audit is required varies depending upon the source of the funds, (i.e. federal, state or other) and is applied at both the Federal and State Level.

1. Federal Level

Contractors expending federal funds in excess of \$500,000 annually are required to submit a certified audit, in accordance with the guidelines specified by Federal OMB Circular A-133.

2. State Level

Contractors expending a combination of Pennsylvania, Department of Public Welfare (DPW) and federal funds in excess of \$500,000 annually are required to submit a certified audit in accordance with Generally Accepted Government Auditing Standards (GAGAS/Yellow Book); provided however, that an audit performed in accordance with Federal OMB Circular A-

133 will be accepted in lieu of the GAGAS/Yellow Book audit referred to above. Contractors expending Pennsylvania, Department of Health funds, in excess of \$300,000 annually are required to submit a certified audit in accordance with Generally Accepted Government Auditing Standards (GAGAS/Yellow Book); provided however, that an audit performed in accordance with Federal OMB Circular A-133, will be accepted in lieu of the GAGAS/Yellow Book audit referred to above.

D. Contractors expending less than the thresholds noted above are not required to have an audit performed, therefore, audit costs are not chargeable to federal, state or county programs.

E. If the audit covers program expenditures funded by sources other than the Department, the audit fee must be pro-rated. The audit fee must also be appropriately pro-rated between the different programs within the Agreement. To be considered reimbursable under Agreement, all annual budgets and cost composites for unit rate contracts must include these anticipated costs.

F. Failure or inability to comply with audit requirements will be considered a default under the Agreement.

### **33. DATA, COPYRIGHTS AND DISCLOSURE**

#### **A. Software and Ownership Rights**

For purposes of this Agreement, Intellectual Property shall mean any and all art, method, process, procedure, invention, idea, design, concept, technique, discovery, improvement or moral right, regardless of patentability, as well as any patents, patent applications, copyrights, trademarks, service marks, trade names, trade secrets, know-how or other intellectual property rights recognized in any country or jurisdiction in the world. CONTRACTOR will own any and all work product and/or Intellectual Property developed solely by it under this Agreement ("Contractor Intellectual Property").

B. CONTRACTOR is free to publish its research results (including reports and papers of research and other activities conducted under this Agreement) in accordance with academic standards. Any such reports and papers may refer to the fact that the research was conducted pursuant to a grant from the COUNTY.

C. Provided the COUNTY has fulfilled (and continues to fulfill) any and all payment obligations to CONTRACTOR as contemplated by this Agreement, CONTRACTOR hereby grants to the COUNTY a non-exclusive, non-transferable, royalty-free, worldwide right and perpetual, license for any and all CONTRACTOR Intellectual Property listed as deliverables in Exhibit A ("Deliverables") for the COUNTY'S internal operations and internal, non-commercial research use ("Review and Evaluation License"). Pursuant to such Review and Evaluation License, the COUNTY may copy and distribute the Deliverables to individuals internally within its own organization. The COUNTY may also modify the Deliverables, provided that COUNTY may only use such modifications within the scope of this Review and Evaluation License and hereby assigns to CONTRACTOR any and all rights to such modifications. The COUNTY may distribute on a non-commercial basis reports received as Deliverables under this Agreement to

other government entities, researchers, universities, non-profit organizations and other individuals or entities, so long as such distribution is for non-commercial research purposes and in accordance with the County's commitment to public service. Except for the rights granted above, all other rights in the Deliverables remain with CONTRACTOR. If the COUNTY would like additional rights to the Deliverables (including but not limited to the right to use the Deliverables for commercial marketing, production, redistribution, sale, rent, lease, sublicensing assignment, publication, or dissemination) it must request to negotiate a commercial license

**34. CONFLICT OF INTEREST**

The Contractor covenants that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with its performance under the Agreement. The Contractor agrees not to knowingly employ any person having such an interest on any project directly related to the work conducted under this Agreement. The Contractor certifies that to its knowledge, as of the date of signature of this Agreement, no member of the board of the Contractor or any of its officers or directors has such an adverse interest.

**35. FEE SPLITTING**

The Contractor agrees that no employee, board member, or representative of the Contractor, either personally or through an agent, shall solicit the referral of consumers to any facility, in a manner which offers or implies an offer of rebate to persons referring consumers or any other fee splitting inducements in connection with any work to be conducted under this Agreement. Other fee splitting inducement shall mean, but shall not be limited to, recompense of a non-monetary, tangible nature, including, but not limited to, in-kind, special discounts, and/or allowances. This applies to contents of fee schedules, billing methods, or personal solicitation. Additionally, no person or entity involved in the referral of clients may receive payment or other inducement by a facility or any of its representatives.

**36. CONFIDENTIALITY**

The Contractor shall ensure, and shall require all agents, servants, and employees to ensure, that the names, addresses, and identities of all persons served, counseled, treated or rehabilitated by the Contractor, are kept confidential and that such names, addresses and identities will not be divulged except as disclosure is permitted or required by law. The Contractor shall ensure, and shall require all agents, servants and employees to ensure, the security and confidentiality of all consumer records and information and shall assure compliance with all regulations and statutes concerning the retention of said records.

**37. SECURITY CLEARANCES**

A. As related to this Agreement, and when required by applicable law or regulation, the Contractor shall require all applicants for employment with the Contractor to submit with their applications, prior to their employment, a report of Criminal History Record Information from the

Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police Central Repository contains no such information relating to that person obtained within ninety (90) days of the date of application. The Contractor shall maintain the Criminal History Record Information in the applicant's file and shall use the information of felony and misdemeanor convictions to the extent to which they relate to the applicant's suitability for employment in the position for which he/she has applied. The Contractor shall notify the applicant in writing if the decision not to hire is based in whole or in part on criminal history record information.

B. The Contractor shall provide written notice to the Department if any agent, servant, employee or subcontractor of the Contractor is charged and/or convicted of any crime that would directly relate to the ability of the agent, servant, employee or subcontractor of the Contractor to provide or perform the services described in the Scope of Services.

C. The Director or his designee may, at his discretion, waive or modify any of the requirements set forth in this Article where the Director determines that such waiver or modification is in the best interests of the County.

### **38. NO DEBARMENT OR SUSPENSION**

A. The Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the Contractor cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.

B. If the Contractor enters into subcontracts or employs under the Agreement any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the United States Government or who become suspended or debarred by the Commonwealth or United States Government during the term of the Agreement or any extensions or renewals thereof, then the County shall have the right to require the Contractor to terminate such subcontracts or employment.

C. The Contractor may obtain the current list of suspended and debarred Contractors by contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No. (717) 783-6472  
Fax No. (717) 787-9138

### **39. TAX COMPLIANCE; OFFSET**

By executing the Agreement, the Contractor warrants and represents that it is not delinquent in the payment of any taxes or other obligations to the County. The Contractor shall immediately inform the Department if, at any time during the term of the Agreement, it becomes delinquent in the payment of any taxes to the County. The Contractor agrees that the County shall have the right to offset any tax or other obligation owed by the Contractor to the County or the Department against any payments due the County or the Department for services provided or performed under this agreement.

40. ACKNOWLEDGMENT OF FUNDING

The Contractor shall place, and shall require all persons performing services hereunder to place, in a conspicuous place on any premises, data, material, media, curricula, instruments or reports developed or delivered under this agreement, that the work was performed and the services were provided under an agreement funded by the Department and/or, where applicable, the appropriate department or agency of the Commonwealth of Pennsylvania or U.S. Government.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
06/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS:														
<b>INSURED</b> Carnegie Mellon University Attn: Insurance Services Dept Diane Patterson - Warner Hall #400D 5000 Forbes Avenue Pittsburgh, PA 15213	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: United Educators Insurance a Reciprocal Ri</td> <td>10020</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Educators Insurance a Reciprocal Ri	10020	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Trumbull Insurance Company	27120	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Trumbull Insurance Company	27120														
INSURER D:															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: W6483364

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	4096 G09-40R	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	39 AB R99501	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phy. Damage \$ 75,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	39 WN R99500 4098	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division/Branch: OSP (Office of Sponsored Programs).

CMU OSP #A020984 for a service agreement between Carnegie Mellon University (Office of Sponsored Programs on behalf of the Heinz College) to conduct a "Study on Racial Disparities in the Use of Predictive Analytics". The agreement is expected to be signed on or about June 2018 but it expected to have a prior effective date of on or about June 1, 2017. The COUNTY, its elected officials, officers, appointees and employees are included as Additional Insureds under

## CERTIFICATE HOLDER

## CANCELLATION

County of Allegheny Department of Human Services Attn: Marc Cherna, Director One Smithfield Street, Suite 400 Pittsburgh, PA 15222-2225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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SR ID: 16309349

BATCH: 748715

201/50269

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Carnegie Mellon University Attn: Insurance Services Dept Diane Patterson - Warner Hall #4000 5000 Forbes Avenue Pittsburgh, PA 15213	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

the General Liability and Auto Liability coverages where required by written agreement.

Username

Forgot Username?

Password

Forgot Password?

Log In

Create an Account

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements coming in June.

# Search Results

Current Search Terms: carnegie\* mellon\* university\*

Your search for "carnegie* mellon* university*" returned the following results...		
Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.		
Entity	CARNEGIE MELLON UNIVERSITY	Status: Active
DUNS: 361862600	CAGE Code: 5Y3F6	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/26/2019	Debt Subject to Offset? No	
Purpose of Registration: Federal Assistance Awards Only		
Entity	CARNEGIE MELLON UNIVERSITY	Status: Active
DUNS: 052184116	CAGE Code: 5N9H5	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/26/2019	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	CARNEGIE MELLON UNIVERSITY	Status: Active
DUNS: 052184116	CAGE Code: 97668	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/26/2019	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	CARNEGIE MELLON UNIVERSITY	Status: Active
DUNS: 961900417	CAGE Code: 5Y3K5	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 04/23/2019	Debt Subject to Offset? No	
Purpose of Registration: Federal Assistance Awards Only		
Entity	CARNEGIE MELLON UNIVERSITY	Status: Active
DUNS: 189570740	CAGE Code: 5P3Y6	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 10/24/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity	CARNEGIE MELLON UNIVERSITY	Status: Active
DUNS: 189570740	CAGE Code: 0LCF8	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 10/24/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		





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[Data Access](#)  
[Check Status](#)  
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Subject: DHS CARNEGIE MELLON UNIVERSITY 6191-17-1 MULTIPLE YEAR C

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Ambika Dason

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Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

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Status: Original

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Ambika.Dason@AlleghenyCounty.US

## Signer Events

George Janocsko

george.janocsko@alleghenycounty.us

Allegheny County

Signing Group: Law Assist Solicitors

Security Level: Email, Account Authentication  
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## Signature

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Andrew Szefti

andrew.szefti@alleghenycounty.us

Allegheny County

Signing Group: Law Solicitor

Security Level: Email, Account Authentication  
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Marc Cherna

marc.cherna@alleghenycounty.us

Allegheny County

Signing Group: DHS Director

Security Level: Email, Account Authentication  
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Ambika Dason

ambika.dason@alleghenycounty.us

Allegheny County

Security Level: Email, Account Authentication  
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Using IP Address: 199.224.16.11

Sent: 7/10/2018 5:54:39 PM

Viewed: 7/11/2018 10:34:37 AM

Signed: 7/11/2018 10:34:51 AM

Donna Bednar

donna.bednar@alleghenycounty.us

Allegheny County

Signing Group: Law Admin Review

Security Level: Email, Account Authentication  
(None)

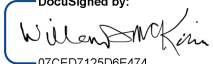
**Completed**

Using IP Address: 199.224.16.12

Sent: 7/11/2018 10:34:52 AM

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Signer Events	Signature	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Theresa White theresa.white@alleghenycounty.us Allegheny County Signing Group: County Manager Admin Review Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 199.224.16.11	Sent: 7/11/2018 10:36:40 AM Viewed: 7/11/2018 1:29:27 PM Signed: 7/11/2018 1:29:28 PM
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William McKain william.mckain@alleghenycounty.us County Manager Allegheny County Signing Group: County Manager Security Level: Email, Account Authentication (None)	DocuSigned by:  07CED7125D6E474...  Using IP Address: 199.224.16.11	Sent: 7/11/2018 1:29:30 PM Viewed: 7/17/2018 1:57:50 PM Signed: 7/17/2018 1:57:52 PM
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Kathleen Scrabis Kathleen.Scrabis@AlleghenyCounty.US Clerk Typist 3 Allegheny County Signing Group: DHS Hold Security Level: Email, Account Authentication (None)		Sent: 7/17/2018 1:57:54 PM Viewed: 7/17/2018 2:37:16 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/17/2018 1:57:55 PM
Certified Delivered	Security Checked	7/17/2018 2:37:16 PM
Payment Events	Status	Timestamps